Ward v. *Southern etc. Co.*, 25 Or. 433, 23 L. R. A. 715; *Campbell* v. *Kansas City etc. R. Co.*, 55 Kan. 536, 40 Pac. 998; *Roth* v. *Union Depot Co.*, 13 Wash. 525, 31 L. R. A. 855; *Whalen* v. *Chicago etc. R. Co.*, 75 Wis. 654, 44 N. W. 849, 41 Am. & Eng. Rail. Cas. 558; *Powell* v. *Missouri etc. R. Co.*, 59 Mo. App. 626; *St. Louis etc. R. Co.* v. *Shifflet* (Tex. Civ. App.) 56 S. W. 697; *Young* v. *Clark*, 16 Utah 42, 50 Pac. 832. Usage by trespassers, continued for a length of time sufficient to put the railway company on notice, has the effect of making the users licensees, and the railway employees are charged with a duty of anticipating their presence thereon, and using ordinary care to avoid injuring them. *Macon & Birmingham Ry. Co.* v. *Parker*, 127 Ga. 471, 56 S. E. 616; *Williams* v. *Southern Ry. Co., supra; Swift* v. *Staten Island etc. R. Co.*, 123 N. Y. 645, 25 N. E. 378; *Owens* v. *Penn. R. Co.*, 41 Fed. 187; *Kelly* v. *Southern etc. R. Co.*, 28 Minn. 98, 9 N. W. 588, 6 Am. & Eng. R. Cas. 264; *Harriman* v. *Pittsburgh R. Co.*, 45 Oh. St. 11, 12 N. E. 451, 4 Am. St. Rep. 507; *Norfolk etc. R. Co.* v. *Wilson*, 90 Va. 263, 18 S. E. 35; *Delaney* v. *Milwaukee etc. R. Co.*, 33 Wis. 67.

RAILROADS—RIGHT OF A RAILROAD COMPANY TO NAME ITS STATIONS.—Appellant railroad maintained a station within the unincorporated town of Bingen, which had a population of 100, and which furnished about 10% of the company's business at that point; distant about a mile and a half was the incorporated town of White Salmon, which had a population of 800 and furnished 60% of the business at that point, and was the trading point of surrounding territory with a population of over 3,500, known as the "White Salmon Valley." The railroad company, having changed the name of the station from Bingen to White Salmon, was ordered by the State railroad commission to show on all tariffs, folders, and tickets both names in combination as the name of the same station. The county court affirmed the order of the commission, and the company appealed. *Held*, that the order of the commission was invalid because unreasonable; that a railroad company has the right to choose and use names for its stations without interference by the commission except in cases where a name so chosen materially detracts from the efficiency which the company is required to furnish to the public. *State ex rel. Spokane P. S. S. Ry. Co.* v. *Railroad Commission of Washington* (Wash. 1912) 125 Pac. 953.

An examination of the case fails to disclose any authority precisely in point. In a closely analogous case, it was decided by the Iowa court that a railroad company should not be interfered with by the railroad commission in the management of the railroad, including the location and abandonment of stations, where there was no competent evidence that any patron of the road was deprived of reasonable facilities for transacting business. *State* v. *Des Moines & K. C. Ry. Co.*, 87 Iowa 644; 54 N. W. 461. In a similar case where the evidence failed to show that the order of the commission was reasonable and just, it was held that the order would not be enforced by the courts. *State* v. *Chicago etc. R. Co.*, 86 Iowa 304; 53 N. W. 253. In the opinions rendered in these cases no authorities were cited, but the decisions seem to be well supported. 4 COOK, CORP. (Ed. 6), § 900; 1 CLARK & MARSHALL,

CORP., § 272; 1 THOMPSON, CORP., § 447; TIEDEMAN, LIM. POLICE POWER, 191; *Toledo & C. R. Co.* v. *Jacksonville,* 67 Ill. 37, 16 Am. Rep. 611; *Interstate Comm. Comm.* v. *Chicago & G. W. Ry.,* 209 U. S. 108, 118; *State* v. *Addington,* 12 Mo. App. 214; *Southern etc. R. Co.* v. *Bedford,* 165 Ind. 272, 75 N. E. 268; ELLIOTT, RAILROADS (Ed. 2), §§ 664, 675, 676, 682.

SALES—BREACH OF NON-FRAUDULENT EXPRESS WARRANTY—RIGHT OF BUYER TO RESCIND EXECUTED SALE.—In an action on a promissory note given for a horse, the answer set up facts showing an express warranty, breach thereof, and rescission on the buyer's part. *Held,* demurrable on the ground that, in absence of fraud or a provision for the return of the property, breach of warranty gives the buyer no right to rescind an executed sale. *La Grange* v. *Coyle et al.* (Ind. 1912) 98 N. E. 75.

In accord with the principal case see *Hoover* v. *Sidener,* 98 Ind. 290; *Owens* v. *Sturges,* 67 Ill. 366; *Hutchinson Lumber Co.* v. *Dickerson,* 127 Ga. 328; and cases cited in WILLISTON, SALES, § 608. Massachusetts and several other States allow such rescission. *Bryant* v. *Isburgh,* 13 Gray 607; *Rogers* v. *Hanson,* 35 Iowa 283, and see note in 27 L. R. A., N. S. 921. But the buyer must put seller in *statu quo. White* v. *Miller,* 132 Iowa 144, 8 L. R. A. N. S. 727 and note. Prior to the passage of the UNIFORM SALES ACT in 1911 the point was undecided in New York. *Day* v. *Pool,* 52 N. Y. 416; *Isaacs* v. *Wanamaker,* 127 N. Y. Supp. 346. The SALES ACT allows rescission. The English SALES OF GOODS ACT allows it only if the warranty amounts to a condition. A very similar doctrine may be found in *Joslyn* v. *Cadillac Automobile Co.,* 177 Fed. 863.

SALES—RIGHT OF VENDOR ON ANTICIPATORY BREACH OF EXECUTORY CONDITIONAL SALE.—The agreement was that the plaintiff might ship a cream separator, reserving title, and that the defendant should pay for it on or before its arrival. Later the defendant cancelled the order; in spite of this the plaintiff shipped the machine. On the defendant's refusal to accept or pay. *held,* plaintiff should recover the contract price. *Port Huron Machinery Co.* v. *Hurto* (Iowa 1912) 135 N. W. 31.

The vendee may expressly contract to be liable for the price before either title or possession passes. *White* v. *Solomon,* 164 Mass. 516. Many cases hold that if the vendor has done all that the contract requires, and the vendee then refuses to accept the goods, the vendor may recover the price, although he has expressly reserved title. *National Cash Register Co.* v. *Hill,* 136 N. C. 272, 68 L. R. A. 100, and note. These may well be regarded as executed sales with title given back to the vendor as security. The principal case and *Ideal Cash Register Co.* v. *Zunino,* 79 N. Y. Supp. 504, hold squarely that if the buyer first renounces a contract to sell, the seller may later execute the contract, and recover the contract price. Many cases *say* this, but usually the sales in question were executed, not executory. *Acme Food Co.* v. *Older,* 64 W. Va. 255, 17 L. R. A. N. S. 807, and note. The better rule is that when a contract to sell (an executory sale) is broken, the vendor is limited to an action for the difference between the contract price and the value of the chattel. The Uniform Sales Act (§ 63(3)) does not allow recovery of the